


Invitation to Bid

Lallie Kemp Medical Center				BIDS WILL BE PUBLICLY OPENED: <div style="display: flex; justify-content: space-between;"> May 21, 2021 10:00 AM </div>	
VENDOR NO. : SOLICITATION : 000542 OPENING DATE : 05/21/2021 PRINT YOUR COMPANY'S NAME & ADDRESS BELOW: <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; margin-bottom: 5px;"></div> <div style="border-bottom: 1px solid black; height: 1.2em;"></div>		Return Sealed Bid to: Purchasing Department 52579 Highway 51 South Independence LA 70443 <div style="display: flex; justify-content: space-between;"> BUYER : McIntyre Margaret S </div> <div style="display: flex; justify-content: space-between;"> BUYER PHONE : 985/878-1472 </div> <div style="display: flex; justify-content: space-between;"> DATE ISSUED : 04/09/2021 </div> <div style="display: flex; justify-content: space-between;"> REQ. NO : </div> <div style="display: flex; justify-content: space-between;"> FISCAL YEAR : 0 </div>			
MODULAR BUILDING					
INSTRUCTIONS TO BIDDERS					
<p>1. READ THE ENTIRE BID, INCLUDING ALL TERMS AND CONDITIONS AND SPECIFICATIONS.</p> <p>DIVERSE SUPPLIER</p> <p>(A) SUPPLIER UNDERSTANDS THAT LSU, AS THE STATE'S FLAGSHIP UNIVERSITY, HAS AN INTEREST IN PROVIDING ENTREPRENEURIAL OPPORTUNITIES TO DIVERSITY-OWNED BUSINESSES. THE UNIVERSITY IS DEDICATED TO PROMOTING THE GROWTH AND DEVELOPMENT OF MINORITY, WOMEN, AND SMALL AND HISTORICALLY UNDERUTILIZED BUSINESSES ("DIVERSE BUSINESSES") BY PROVIDING OPPORTUNITIES TO PARTICIPATE IN UNIVERSITY CONTRACTS.</p> <p>(B) IN SUPPORT OF THIS COMMITMENT, THE SUPPLIER SHALL USE GOOD FAITH AND BEST EFFORTS TO PROVIDE OPPORTUNITIES TO DIVERSE BUSINESSES THAT ARE EITHER CERTIFIED BY THE STATE OR ANOTHER CERTIFYING AGENCY IN A DIVERSE CATEGORY, AS A SUBCONTRACTOR OR SUPPLIER UNDER THIS AGREEMENT.</p> <p>(C) IF APPLICABLE, SUPPLIER SHALL PROVIDE LSU WITH A LIST OF DIVERSITY-OWNED BUSINESSES DURING EACH CONTRACT YEAR, THE LIST OF BUSINESSES SHOULD IDENTIFY:</p> <ul style="list-style-type: none"> (1) THE NAME OF THE BUSINESS; (2) ITS PRINCIPAL OFFICE OR ADDRESS; (3) THE OWNER(S); AND (4) THE SERVICES OR GOODS THAT IT MAY PROVIDE OR SUPPLY AND THE VALUE OF THE GOODS OR SERVICES PROCURED FROM THE BUSINESSES INCLUDED ON SUPPLIER'S LIST. <p>(D) TO THE EXTENT THAT ANY FEDERAL OR STATE LAW, RULE, OR REGULATION WOULD REQUIRE THAT THIS SECTION BE MODIFIED OR VOIDED, THE PARTIES AGREE THAT SUCH PROVISION CAN BE AMENDED OR SEVERED FROM THE AGREEMENT WITHOUT AFFECTING ANY OF THE OTHER TERMS OF THE AGREEMENT.</p> <p>2. ALL BID PRICES MUST BE TYPED OR WRITTEN IN INK. ANY CORRECTIONS, ERASURES OR OTHER FORMS OF ALTERATION TO UNIT PRICES SHOULD BE INITIALIZED BY THE BIDDER.</p> <p>3. BID PRICES SHALL INCLUDE DELIVERY OF ALL ITEMS F.O.B. DESTINATION OR AS OTHERWISE PROVIDED. BIDS CONTAINING "PAYMENT IN ADVANCE" OR "C.O.D." REQUIREMENTS MAY BE REJECTED. PAYMENT IS TO BE MADE WITHIN 30 DAYS AFTER RECEIPT OF PROPERLY EXECUTED INVOICE OR DELIVERY, WHICHEVER IS LATER.</p> <p>4. SPECIFY YOUR PAYMENT TERMS: _____ . CASH DISCOUNTS FOR LESS THAN 30 DAYS OR LESS THAN 1% WILL BE ACCEPTED, BUT WILL NOT BE CONSIDERED IN DETERMINING AWARDS</p> <p>BY SIGNING THIS BID, THE BIDDER CERTIFIES:</p> <p>* THAT NEITHER THIS BUSINESS ENTITY NOR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS IS CURRENTLY LISTED AS EXCLUDED OR SANCTIONED BY EITHER THE DEPARTMENT OF HEALTH AND HUMAN SERVICES, OFFICE OF INSPECTOR GENERAL (OIG) OR THE GENERAL SERVICES ADMINISTRATION (GSA).</p> <p>* THAT IF THIS BUSINESS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEAR ON EITHER LISTING, MY BID WILL BE REJECTED.</p>					
VENDOR PHONE NUMBER:		TITLE		DATE	
FAX NUMBER:					
SIGNATURE OF AUTHORIZED BIDDER (MUST BE SIGNED)			NAME OF BIDDER (TYPED OR PRINTED)		

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STANDARD TERMS & CONDITIONS	<p>Page 2 of 7</p>
NUMBER : 000542 OPEN DATE : 05/21/2021 TIME: 10:00 AM	BIDDER:
<p>* THAT IF AT ANY TIME DURING THE TERM OF THE CONTRACT AWARDED AS A RESULT OF THIS INVITATION TO BID, THIS ENTITY OR ANY OF ITS EMPLOYEES OR SUBCONTRACTORS APPEARS ON EITHER LISTING, MY COMPANY WILL NOTIFY THE CONTRACTING AGENCY, AND THE CONTRACT WILL BE TERMINATED. THE CONTRACTING AGENCY WILL NOT BE LIABLE FOR ANY DAMAGES RESULTING FROM SAID TERMINATION.</p> <p>THE BIDDER FURTHER CERTIFIES:</p> <ul style="list-style-type: none"> * COMPLIANCE WITH ALL INSTRUCTIONS TO BIDDERS, TERMS, CONDITIONS, AND SPECIFICATIONS. * THIS BID IS MADE WITHOUT COLLUSION OR FRAUD. * THAT ALL TAXES DULY ASSESSED BY THE STATE OF LOUISIANA AND IT'S SUBDIVISIONS, INCLUDING FRANCHISE TAXES, PRIVILEGE TAXES, SALES TAXES AND ALL OTHER TAXES FOR WHICH THE FIRM IS LIABLE HAVE BEEN PAID. * THAT IF MY BID IS ACCEPTED WITHIN _____ DAYS FROM BID CLOSING TIME, MY FIRM WILL FURNISH ANY OR ALL OF THE ITEMS (OR SECTIONS) AT THE PRICE OPPOSITE EACH ITEM (OR SECTION). * DELIVERY WILL BE MADE WITHIN _____ DAYS AFTER RECEIPT OF ORDER. <p>5. DESIRED DELIVERY: 10 DAYS ARO, UNLESS SPECIFIED ELSEWHERE</p> <p>6. TO ASSURE CONSIDERATION OF YOUR BID, SEE HEADER FOR RETURN INSTRUCTIONS. ALL BIDS AND ADDENDA SHOULD BE RETURNED IN AN ENVELOPE OR PACKAGE AND CLEARLY ENDORSED WITH THE BID NUMBER, BID OPENING DATE AND, BID OPENING TIME. REQUEST FOR QUOTATIONS AND ADDENDA SHOULD BE SUBMITTED VIA FAX, EMAIL OR PLACED IN AN ENVELOPE AND DELIVERED.</p> <p>7. BIDS SUBMITTED ARE SUBJECT TO PROVISIONS OF THE LAWS OF THE STATE OF LOUISIANA INCLUDING BUT NOT LIMITED TO L.R.S. 39:1551-1736; PURCHASING RULES AND REGULATIONS; EXECUTIVE ORDERS; STANDARD TERMS AND CONDITIONS; SPECIAL CONDITIONS; AND SPECIFICATIONS LISTED IN THIS SOLICITATION.</p> <p>PROHIBITION OF DISCRIMINATORY BOYCOTTS OF ISRAEL:</p> <p>IN ACCORDANCE WITH EXECUTIVE ORDER NUMBER JBE 2018-15, EFFECTIVE MAY 22, 2018, FOR ANY CONTRACT FOR \$100,000 OR MORE AND FOR ANY CONTRACTOR WITH FIVE OR MORE EMPLOYEES, CONTRACTOR, OR ANY SUBCONTRACTOR, SHALL CERTIFY IT IS NOT ENGAGING IN A BOYCOTT OF ISRAEL, AND SHALL, FOR THE DURATION OF THIS CONTRACT, REFRAIN FROM A BOYCOTT OF ISRAEL. THE STATE RESERVES THE RIGHT TO TERMINATE THIS CONTRACT IF THE CONTRACTOR, OR ANY SUBCONTRACTOR, ENGAGES IN A BOYCOTT OF ISRAEL DURING THE TERM OF THE CONTRACT.</p> <p>8. IMPORTANT: THIS BID IS TO BE MANUALLY SIGNED IN INK BY A PERSON AUTHORIZED TO BIND THE VENDOR (SEE NO.31).</p> <p>9. INQUIRIES: ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO THE BUYER AT THE PHONE NUMBER AND ADDRESS SHOWN ABOVE.</p> <p>10. BID FORMS: ALL WRITTEN BIDS, UNLESS OTHERWISE PROVIDED FOR, SHOULD BE SUBMITTED ON, AND IN ACCORDANCE WITH FORMS PROVIDED, PROPERLY SIGNED (SEE #31). BIDS MUST BE RECEIVED AT THE ADDRESS SPECIFIED IN THE SOLICITATION PRIOR TO BID OPENING TIME IN ORDER TO BE CONSIDERED.</p> <p>11. STANDARDS OR QUALITY. ANY PRODUCT OR SERVICE BID SHALL CONFORM TO ALL APPLICABLE FEDERAL AND STATE LAWS AND REGULATIONS AND THE SPECIFICATIONS CONTAINED IN THE SOLICITATION. UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION, ANY MANUFACTURER'S NAME, TRADE NAME, BRAND NAME, OR CATALOG NUMBER USED IN THE SPECIFICATION IS FOR THE PURPOSE OF DESCRIBING THE STANDARD OF QUALITY, PERFORMANCE, AND CHARACTERISTICS DESIRED AND IS NOT INTENDED TO LIMIT OR RESTRICT COMPETITION. BIDDER MUST SPECIFY THE BRAND AND MODEL NUMBER OF THE PRODUCT OFFERED IN HIS/HER BID. BIDS NOT SPECIFYING BRAND AND MODEL NUMBER SHALL BE CONSIDERED AS OFFERING THE EXACT PRODUCTS SPECIFIED IN THE SOLICITATION.</p> <p>12. DESCRIPTIVE INFORMATION. BIDDERS PROPOSING AN EQUIVALENT BRAND OR MODEL SHOULD SUBMIT WITH THE BID, INFORMATION (SUCH AS ILLUSTRATIONS, DESCRIPTIVE LITERATURE, TECHNICAL DATA) SUFFICIENT FOR LSUHSC TO EVALUATE QUALITY, SUITABILITY, AND COMPLIANCE WITH THE SPECIFICATIONS IN THE SOLICITATION. FAILURE TO</p>	

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<p>SUBMIT DESCRIPTIVE INFORMATION MAY CAUSE BID TO BE REJECTED. ANY CHANGE MADE TO A MANUFACTURER'S PUBLISHED SPECIFICATION SUBMITTED FOR A PRODUCT SHALL BE VERIFIABLE BY THE MANUFACTURER. IF ITEM(S) BID DO NOT FULLY COMPLY WITH SPECIFICATIONS (INCLUDING BRAND AND/OR PRODUCT NUMBER), BIDDER MUST STATE IN WHAT RESPECT ITEMS(S) DEVIATE. FAILURE TO NOTE EXCEPTIONS ON THE BID FORM WILL NOT RELIEVE THE SUCCESSFUL BIDDER(S) FROM SUPPLYING THE ACTUAL PRODUCTS REQUESTED.</p> <p>13. BID OPENING. BIDDERS MAY ATTEND THE BID OPENING, BUT NO INFORMATION OR OPINIONS CONCERNING THE ULTIMATE CONTRACT AWARD WILL BE GIVEN AT THE BID OPENING OR DURING THE EVALUATION PROCESS. BIDS MAY BE EXAMINED WITHIN 72 HOURS AFTER BID OPENING. INFORMATION PERTAINING TO COMPLETED FILES MAY BE SECURED BY VISITING LSUHSC DURING NORMAL WORKING HOURS. WRITTEN BID TABULATIONS WILL NOT BE FURNISHED.</p> <p>14. AWARDS. AWARD WILL BE MADE TO THE LOWEST RESPONSIBLE AND RESPONSIVE BIDDER. LSUHSC RESERVES THE RIGHT TO AWARD ITEMS SEPARATELY, GROUP, OR IN TOTAL, AND TO REJECT ANY OR ALL BIDS AND WAIVE ANY INFORMALITIES.</p> <p>15. PRICES. UNLESS OTHERWISE SPECIFIED BY LSUHSC IN THE SOLICITATION, BID PRICES MUST BE COMPLETE, INCLUDING TRANSPORTATION PREPAID BY BIDDER TO DESTINATION AND FIRM FOR ACCEPTANCE FOR A MINIMUM OF 30 DAYS. IF ACCEPTED, PRICES MUST BE FIRM FOR THE CONTRACTUAL PERIOD. BIDS OTHER THAN F.O.B. DESTINATION MAY BE REJECTED. PRICES SHOULD BE QUOTED IN THE UNIT (EACH, BOX, CASE, ETC.) AS SPECIFIED IN THE SOLICITATION.</p> <p>16. DELIVERIES. BIDS MAY BE REJECTED IF THE DELIVERY TIME INDICATED IS LONGER THAN THAT SPECIFIED IN THE SOLICITATION.</p> <p>17. TAXES. VENDOR IS RESPONSIBLE FOR INCLUDING ALL APPLICABLE TAXES IN THE BID PRICE. LSUHSC AGENCIES ARE EXEMPT FROM ALL STATE AND LOCAL SALES AND USE TAXES.</p> <p>18. NEW PRODUCTS. UNLESS SPECIFICALLY CALLED FOR IN THE SOLICITATION, ALL PRODUCTS FOR PURCHASE MUST BE NEW, NEVER PREVIOUSLY USED, AND THE CURRENT MODEL AND/OR PACKAGING. NO REMANUFACTURED, DEMONSTRATOR, USED OR IRREGULAR PRODUCT WILL BE CONSIDERED FOR PURCHASE UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION. THE MANUFACTURER'S STANDARD WARRANTY WILL APPLY UNLESS OTHERWISE SPECIFIED IN THE SOLICITATION.</p> <p>19. CONTRACT RENEWALS. UPON AGREEMENT OF LSU HCSO AND THE CONTRACTOR, A TERM CONTRACT MAY BE EXTENDED FOR ADDITIONAL 12 MONTH PERIODS AT THE SAME PRICES, TERMS AND CONDITIONS. IN SUCH CASES, THE TOTAL CONTRACT TERM CANNOT EXCEED 60 MONTHS. RS 39:1615</p> <p>20. CONTRACT CANCELLATION. THE STATE OF LOUISIANA HAS THE RIGHT TO CANCEL ANY CONTRACT, IN ACCORDANCE WITH PURCHASING RULES AND REGULATIONS, FOR CAUSE INCLUDING BUT NOT LIMITED TO THE FOLLOWING:</p> <ul style="list-style-type: none"> (1) FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE CONTRACT; (2) FAILURE OF THE PRODUCT OR SERVICE TO MEET SPECIFICATIONS, CONFORM TO SAMPLE QUALITY OR TO BE DELIVERED IN GOOD CONDITION; (3) MISREPRESENTATION BY THE CONTRACTOR; (4) FRAUD, COLLUSION CONSPIRACY OR OTHER UNLAWFUL MEANS OF OBTAINING ANY CONTRACT WITH THE STATE; (5) CONFLICT OF CONTRACT PROVISIONS WITH CONSTITUTIONAL OR STATUTORY PROVISIONS OF STATE OR FEDERAL LAW; (6) ANY OTHER BREACH OF CONTRACT. <p>21. DEFAULT OF CONTRACT. FAILURE TO DELIVER WITHIN THE TIME SPECIFIED IN THE BID WILL CONSTITUTE A DEFAULT AND MAY CAUSE CANCELLATION OF THE CONTRACT. WHERE THE UNIVERSITY HAS DETERMINED THE CONTRACTOR TO BE IN DEFAULT, THE UNIVERSITY RESERVES THE RIGHT TO PURCHASE ANY OR ALL PRODUCTS OR SERVICES COVERED BY THE CONTRACT ON THE OPEN MARKET AND TO CHARGE THE CONTRACTOR WITH COST IN EXCESS OF THE CONTRACT PRICE. UNTIL SUCH ASSESSED CHARGES HAVE BEEN PAID, NO SUBSEQUENT BID FROM THE DEFAULTING CONTRACTOR WILL BE CONSIDERED.</p> <p>22. ORDER OF PRIORITY. IN THE EVENT THERE IS A CONFLICT BETWEEN THE INSTRUCTIONS TO BIDDERS OR STANDARD CONDITIONS AND THE SPECIAL CONDITIONS, THE SPECIAL CONDITIONS SHALL GOVERN.</p> <p>23. APPLICABLE LAW. ALL CONTRACTS SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF LOUISIANA.</p> <p>24. COMPLIANCE WITH CIVIL RIGHTS LAWS BY SUBMITTING AND SIGNING THIS BID, BIDDER AGREES TO ABIDE BY THE</p>	

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REQUIREMENTS OF THE FOLLOWING AS APPLICABLE: TITLE VI AND VII OF THE CIVIL RIGHTS ACT OF 1964, AS AMENDED BY THE EQUAL OPPORTUNITY ACT OF 1972, FEDERAL EXECUTIVE ORDER 11246, FEDERAL REHABILITATION ACT OF 1973, AS AMENDED, THE VETERAN'S READJUSTMENT ASSISTANCE ACT OF 1974, TITLE IX OF THE EDUCATION AMENDMENTS OF 1972, THE AGE ACT OF 1975, AND BIDDER AGREES TO ABIDE BY THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT OF 1990. BIDDER AGREES NOT TO DISCRIMINATE IN ITS EMPLOYMENT PRACTICES AND WILL RENDER SERVICES UNDER ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION WITHOUT REGARD TO RACE, COLOR, RELIGION, SEX, AGE, NATIONAL ORIGIN, POLITICAL AFFILIATION, DISABILITY, VETERAN STATUS, OR ANY OTHER NON-MERIT FACTOR. ANY ACT OF DISCRIMINATION COMMITTED BY BIDDER, OR FAILURE TO COMPLY WITH THESE STATUTORY OBLIGATIONS WHEN APPLICABLE, SHALL BE GROUNDS FOR TERMINATION OF ANY CONTRACT ENTERED INTO AS A RESULT OF THIS SOLICITATION.

25. SPECIAL ACCOMMODATIONS. ANY "QUALIFIED INDIVIDUAL WITH DISABILITY" AS DEFINED BY THE AMERICANS WITH DISABILITIES ACT WHO HAS SUBMITTED A BID AND DESIRES TO ATTEND THE BID OPENING, MUST NOTIFY THIS OFFICE IN WRITING NOT LATER THAN SEVEN DAYS PRIOR TO THE BID OPENING DATE OF THEIR NEED FOR SPECIAL ACCOMMODATIONS. IF THE REQUEST CANNOT BE REASONABLY PROVIDED, THE INDIVIDUAL WILL BE INFORMED PRIOR TO THE BID OPENING.

26. INDEMNITY. CONTRACTOR AGREES, UPON RECEIPT OF WRITTEN NOTICE OF A CLAIM OR ACTION, TO DEFEND THE CLAIM OR ACTION, OR TAKE OTHER APPROPRIATE MEASURE, TO INDEMNIFY, AND HOLD HARMLESS, LSUHSC, ITS OFFICERS, ITS AGENTS AND ITS EMPLOYEES FROM AND AGAINST ALL CLAIMS AND ACTIONS FOR BODILY INJURY, DEATH OR PROPERTY DAMAGES CAUSED BY THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. CONTRACTOR IS OBLIGATED TO INDEMNIFY ONLY TO THE EXTENT OF THE FAULT OF THE CONTRACTOR, ITS OFFICERS, ITS AGENTS, OR ITS EMPLOYEES. HOWEVER, THE CONTRACTOR SHALL HAVE NO OBLIGATION AS SET FORTH ABOVE WITH RESPECT TO ANY CLAIM OR ACTION FROM BODILY INJURY, DEATH OR PROPERTY DAMAGES ARISING OUT OF THE FAULT OF THE UNIVERSITY, ITS OFFICERS, ITS AGENTS OR ITS EMPLOYEES.

27. INTERPRETATION OF DOCUMENT: ANY INTERPRETATION OF THE BID OR QUOTATION DOCUMENT WILL ONLY BE MADE BY AN ADDENDUM ISSUED IN WRITING BY THE PURCHASING DEPARTMENT. SUCH ADDENDUM WILL BE MAILED OR DELIVERED TO EACH PERSON RECEIVING A SET OF THE ORIGINAL BID OR QUOTATION DOCUMENTS. LSUHSC WILL NOT BE RESPONSIBLE FOR ANY OTHER EXPLANATION OR INTERPRETATION OF THE DOCUMENTS.

28. ACCEPTANCE OF BID: ONLY THE ISSUANCE OF A PURCHASE ORDER OR A SIGNED CONTRACT CONSTITUTES ACCEPTANCE ON THE PART OF LSUHSC.

29. ADHERENCE TO JCAHO STANDARDS: WHERE APPLICABLE, LSUHSC IS ACCREDITED BY THE JOINT COMMISSION ON ACCREDITATION OF HEALTHCARE ORGANIZATIONS AND AS SUCH ALL CONTRACTORS, SUBCONTRACTORS, AND VENDORS AGREE TO ADHERE TO THE APPLICABLE STANDARDS PROMULGATED BY THE COMMISSION.

30. PREFERENCE: IN ACCORDANCE WITH LOUISIANA REVISED STATUTES 39:1595, A PREFERENCE MAY BE ALLOWED FOR PRODUCTS MANUFACTURED, PRODUCED, GROWN, OR ASSEMBLED IN LOUISIANA OF EQUAL QUALITY.

DO YOU CLAIM THIS PREFERENCE? YES _____ NO _____

SPECIFY THE LINE NUMBER (S) _____

SPECIFY LOCATION WITHIN LOUISIANA WHERE THIS PRODUCT IS MANUFACTURED, PRODUCED, GROWN OR ASSEMBLED _____

(NOTE: IF MORE SPACE IS REQUIRED, INCLUDE ON SEPARATE SHEET.)

DO YOU HAVE A LOUISIANA BUSINESS WORK FORCE? YES _____ NO _____

IF SO, DO YOU CERTIFY THAT AT LEAST FIFTY PERCENT (50%) OF YOUR LOUISIANA WORKFORCE IS COMPRISED OF LOUISIANA RESIDENTS? YES _____ NO _____

FAILURE TO SPECIFY ABOVE INFORMATION MAY CAUSE ELIMINATION FROM PREFERENCES.

PREFERENCES SHALL NOT APPLY TO SERVICE CONTRACTS.

31. SIGNATURE AUTHORITY. IN ACCORDANCE WITH L.R.S. 39:1594 (ACT 121), THE PERSON SIGNING THE BID MUST BE:

31.1.A CURRENT CORPORATE OFFICER, PARTNERSHIP MEMBER OR OTHER INDIVIDUAL SPECIFICALLY AUTHORIZED TO SUBMIT

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A BID AS REFLECTED IN THE APPROPRIATE RECORDS ON FILE WITH THE SECRETARY OF STATE;

OR

31.2.AN INDIVIDUAL AUTHORIZED TO BIND THE VENDOR AS REFLECTED BY AN ACCOMPANYING CORPORATE RESOLUTION, CERTIFICATE OR AFFIDAVIT;

OR

31.3.AN INDIVIDUAL LISTED ON THE STATE OF LOUISIANA BIDDER'S APPLICATION AS AUTHORIZED TO EXECUTE BIDS. BY SIGNING THE BID, THE BIDDER CERTIFIES COMPLIANCE WITH THE ABOVE.

32. CODE OF CONDUCT

32.1.THE CODE OF CONDUCT OF THE LSU HEALTH SCIENCES CENTER - HEALTH CARE SERVICES DIVISION (HCSD) PROVIDES THE GUIDING STANDARDS FOR OUR DECISIONS AND ACTIONS AS MEMBERS OF THE HCSD. ALTHOUGH THE CODE CAN NEITHER COVER EVERY SITUATION IN THE DAILY CONDUCT OF OUR VARIED ACTIVITIES, NOR SUBSTITUTE FOR COMMON SENSE, INDIVIDUAL JUDGMENT OR PERSONAL INTEGRITY; IT IS THE DUTY OF EACH OFFICER, DIRECTOR, EMPLOYEE, LEASED EMPLOYEE, STUDENT AND AGENT ("PERSONNEL") OF THE HCSD TO ADHERE, WITHOUT EXCEPTION, TO THE PRINCIPLES SET FORTH HEREIN. ALL PERSONNEL OF THE HCSD ARE SUBJECT TO AND SHALL COMPLY WITH THE TERMS OF THIS CODE OF CONDUCT.

32.2.HCSD PERSONNEL, AS DEFINED ABOVE, SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL LAWS, REGULATIONS, AND HCSD POLICIES. THIS INCLUDES, BUT IS NOT LIMITED TO, COMPLIANCE WITH THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPPA) PERTAINING TO PRIVACY AND INFORMATION SECURITY, AS WELL AS, THE DEFICIT REDUCTION ACT OF 2005 PERTAINING TO THE DETECTION AND PREVENTION OF FRAUD WASTE AND ABUSE AND RIGHTS OF EMPLOYEES TO BE PROTECTED AS WHISTLEBLOWERS UNDER THE FALSE CLAIMS ACT.

32.3.HCSD PERSONNEL SHALL CONDUCT ALL ACTIVITIES IN ACCORDANCE WITH THE HIGHEST ETHICAL STANDARDS OF THE STATE, THE COMMUNITY, AND THEIR RESPECTIVE PROFESSIONS, IN A MANNER THAT UPHOLDS HCSD'S REPUTATION AND STANDING.

32.4.HCSD PERSONNEL HAVE A DUTY TO AVOID CONFLICTS OF INTEREST AND MAY NOT USE THEIR POSITIONS OR AFFILIATION WITH THE HCSD FOR PERSONAL BENEFIT.

32.5.HCSD PERSONNEL SHALL STRIVE TO ATTAIN THE HIGHEST STANDARD OF PATIENT CARE AS STATED IN THE HCSD MISSION.

32.6.THE HCSD SHALL PROVIDE EQUAL OPPORTUNITY AND PERSONNEL SHALL RESPECT THE DIGNITY OF ALL PATIENTS AND PERSONNEL.

32.7.HCSD PERSONNEL MUST UPHOLD THE HIGHEST MORAL AND ETHICAL STANDARDS IN EDUCATION OF HEALTH PROFESSIONALS AND HEALTH RELATED RESEARCH.

32.8.HCSD PERSONNEL SHALL MAINTAIN PROPER ACCURATE AND COMPLETE RECORDS AND A RELATIONSHIP OF INTEGRITY WITH ALL PAYOR SOURCES.

32.9.ALL BUSINESS PRACTICES OF THE HCSD AND ITS PERSONNEL SHALL BE CONDUCTED WITH HONESTY AND INTEGRITY.

32.10.HCSD SHALL HAVE PROPER REGARD FOR HEALTH AND SAFETY FOR ITS PERSONNEL AND PATIENTS.

32.11.THE CODE OF CONDUCT IS THE FUNDAMENTAL BASIS FOR THE OPERATION AND ACTIVITIES OF THE HCSD.

32.12.HOW TO REPORT A SUSPECTED VIOLATION OF THE CODE A SUSPECTED VIOLATION OF THE CODE OF CONDUCT MAY BE REPORTED WITH ALL PERTINENT INFORMATION TO YOUR IMMEDIATE SUPERVISOR. SUCH MATTERS MAY ALSO BE REPORTED DIRECTLY TO THE COMPLIANCE DEPARTMENT. IN EITHER CASE, THIS REPORTING MAY BE DONE WITHOUT FEAR OF RETALIATION.

HCSD COMPLIANCE OFFICE 225-922-0572

COMPLIANCE ACCESS LINE AT 1- 800-735-1185.

32.13.REPORTS TO THE COMPLIANCE OFFICE OR ACCESS LINE MAY BE ANONYMOUS AND WILL BE MAINTAINED ON A CONFIDENTIAL BASIS AS ALLOWED BY LAW.

32.14.VIEW THE ENTIRE HCSD CODE OF CONDUCT AT [HTTP://WWW.LSUHSCHOOLS.ORG/POLICIES/PUBLIC/DEFAULT.ASP](http://www.lsuhschools.org/policies/public/default.asp) FROM THE RIGHT SIDE OF THE PAGE CLICK ON 8500 COMPLIANCE AND THEN 8501-07 CODE OF CONDUCT.

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BIDDER:

33. CORPORATE BUSINESS INTEREST

33.1. ALL VENDORS AND/OR BIDDERS SHALL BE REQUIRED TO PROVIDE INFORMATION REGARDING VENDOR AND/OR BIDDER'S BUSINESS STRUCTURE, MEMBERS, OR THOSE WITH A FINANCIAL INTEREST IN VENDOR AND/OR BIDDER'S BUSINESS SHOULD THAT INFORMATION BE REQUESTED BY LSUHSCD. ANY FAILURE BY VENDOR AND/OR BIDDER TO PROVIDE THE REQUESTED INFORMATION MAY BE CAUSE TO TERMINATE THE CONTRACT OR TO CONSIDER THE BID AS NONRESPONSIVE. THIS INFORMATION SHOULD BE SUBMITTED WITH BID; IF NOT SUBMITTED WITH BID, IT MUST BE SUBMITTED WITHIN 3 DAYS OF REQUEST OR BID MAY BE REJECTED. ADDITIONALLY, VENDOR AND/OR BIDDER SHALL UPDATE THIS INFORMATION SHOULD THERE BE ANY CHANGE IN THE CORPORATE STRUCTURE AND/OR OWNERSHIP OF VENDOR AND/OR BIDDER'S COMPANY.

33.2. VENDORS AND/OR BIDDERS SHALL DO THEIR BEST TO PREVENT ANY CONFLICTED RELATIONSHIPS OR CONFLICTS OF INTEREST WITH LSUHSCD PERSONNEL IN CONNECTION WITH THIS BID. FURTHER, VENDORS AND/OR BIDDERS SHALL NOT USE ANY EXISTING CONFLICTED PERSONAL RELATIONSHIPS WITH LSUHSCD PERSONNEL AS AN ADVANTAGE IN THE BID OF AND/OR AWARD OF THIS CONTRACT.

33.3. THE CODE OF CONDUCT CONTAINED IN THE INVITATION TO BID SHALL BE APPLICABLE TO VENDOR AND/OR BIDDER, ITS EMPLOYEES, CONTRACTORS, SUBCONTRACTORS, AND THEIR EMPLOYEES AS IF THEY WERE EMPLOYEES OF LSUHSCD.

WHEN APPLICABLE, AND IF NECESSARY TO COMPLY WITH THE HIPAA PRIVACY RULE, THE SUCCESSFUL VENDOR WILL BE REQUIRED TO EXECUTE OUR BUSINESS ASSOCIATE ADDENDUM, WHICH MUST BE RETURNED WITHIN TEN (10) DAYS AFTER REQUEST, WHEN REQUESTED.

A SAMPLE OF OUR CURRENT BUSINESS ASSOCIATE ADDENDUM CAN BE FOUND ON THE HCSD WEB SITE AT: [HTTP://WEBDEV.LSUHSC.EDU/HCSD/HIPAA/](http://webdev.lsuhsd.edu/hcsd/hipaa/).

34. AUDIT OF RECORDS: THE STATE LEGISLATIVE AUDITOR, FEDERAL AUDITORS, AND INTERNAL AUDITORS OF THE STATE SHALL HAVE THE RIGHT TO INSPECT AND AUDIT ALL TIMEKEEPING AND EXPENSE RECORDS OF THE CONTRACTING ENTITY OR ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY TO SUBSTANTIATE AMOUNTS INVOICED BY SUPPLIER WITH RESPECT TO THIS AGREEMENT. THE RIGHTS OF INSPECTION AND AUDIT SHALL COMMENCE AS OF THE DATE OF THIS AGREEMENT AND SHALL CONTINUE FOR A PERIOD OF FIVE (5) YEARS AFTER PROJECT ACCEPTANCE OR AS REQUIRED BY APPLICABLE STATE AND FEDERAL LAW. THE CONTRACTING ENTITY AND ANY SUBCONTRACTOR OF THE CONTRACTING ENTITY SHALL MAINTAIN ALL TIMEKEEPING AND EXPENSE RECORDS RELATED TO THIS AGREEMENT FOR THE ENUMERATED FIVE (5) YEAR PERIOD.

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UNLESS SPECIFIED ELSEWHERE SHIP TO:					
Line No.	Description	Qty	UOM	Unit Price	Extended Amount
1	MODULAR CLINIC BUILDING Specify brand, model bid(if applicable) <hr style="width: 30%; margin-left: 0;"/> MODULAR CLINIC BUILDING INCLUDING DELIVERY, INSTALLATION, AND SITE WORK ***** ***** PLEASE SEE ATTACHED FOR SPECIFICATIONS ***** CONTACTS: MARGARET MCINTYRE --985-878-1472 BRIAN SMITH-----985-878-1376	1.00	EA		

PROJECT DEFINITION

1. Invitation to Bid

LSU Lallie Kemp Regional Medical Center (LKMC) is requesting bids from Modular Building Manufacture/Dealer for the purchase of a modular building for the use of an Inter professional Primary Care Clinic to be installed on property owned by the State of Louisiana for the use by LSU Lallie Kemp Regional Medical Center at 52579 Highway 51 South, Independence, LA 70443

2. Project Scope

LKMC seeks to procure an Interprofessional Clinic to provide primary and urgent care in a teaching environment to support the local community. To provide this clinic, it is proposed to use modular buildings to construct a freestanding building of approximately 2,850 gross square feet of space to accommodate the Project. This facility shall be located next to the IT Building facing the shared parking lot on the south side of the campus of LKMC.

The modular building shall be a custom adjoined to create an approximate 2,850 square foot clinic containing the following:

- A. Waiting Area
- B. Reception Area
- C. File Storage
- D. Pharmaceutical Storage
- E. (9) Medical Exam Rooms
- F. (2) ADA Compliant Restrooms
- G. Supply
- H. Biohazard Storage
- I. Mechanical/Communication Room
- J. Height/Weight Area
- K. Conference/Break Room
- L. Janitorial Closet with Sink
- M. Nursing Station Area

3. General Conditions

- A. All contracts involving LKMC and Vendor and/or third person shall incorporate by reference and shall be in accordance with all Federal, State and Local laws, ordinances, rules, regulations and orders. Vendor shall be responsible for compliance with all Federal, State and Local laws, ordinances, rules, regulations and orders in the construction of the Project.
- B. Vendor shall not unlawfully discriminate against any employee or applicant for employment because of race, color, age, religion, ancestry, sex, national origin, local custom, or sexual orientation.
- C. LKMC shall have final approval of all work and improvements built, renovated or installed as part of the Project. No such approval shall in any way relieve Vendor from its sole responsibility to properly construct the Project.

- D. Vendor is responsible for the concrete foundation including the ground/site work needed to prepare for the foundation.
- E. Vendor to include delivery, exact positioning on the site per Vendor's dimensioned plans, blocking/leveling, anchoring and set-up. Trailers to be oriented so that trailer doors open onto pedestrian ramps and landings.
- F. Trailers to be anchored with finish floor heights 30" minimum and 36" maximum above adjacent finished grade. Floor heights of adjacent trailers in each cluster of buildings shall match within ½" tolerance of each other.
- G. Vendor to provide ADA Compliant Aluminum Ramps, landings, and stairs. The landing at the front door shall be a minimum of ten (10) feet by twenty (20) feet and the landing at the rear door shall be a minimum of ten (10) feet by ten (10) feet. Configuration shall be approved LKMC Facility Director.
- H. Vendor shall connect all utility services (sanitary sewer, water, electricity) to the building for occupancy. Vendor shall obtain all permits and inspections for occupancy. Vendor to provide design build services to customize the trailer to meet the requirements of the bid. The Vendor shall provide fire alarm, burglar alarm, all restroom fixtures, restroom accessories, cabinets and countertops and sinks. Sinks are required in all exam rooms and janitor closet. ADA compliant where required.
- I. The Clinic shall have Stucco Exterior, EPDM roof, Windows, Storefront Entrance and Steel Door Side/rear entrances, VCG walls, VCT floors, Standard fluorescent lighting, laminate countertops and cabinets.
- J. Vendor to protect all existing buildings, lawns, fences, trees, shrubs, driveways and sidewalks from damage during installation.
- K. LKMC intends to furnish all trailers with exam equipment and furniture.
- L. LKMC shall re-key installed door locksets.
- M. Vendor responsible for compliance with current ADA requirements, Louisiana State Fire Marshall requirements, and Louisiana Department of Health requirements.

4. Insurance Requirements

- A. Unless otherwise approved in writing by LKMC, during the Work, Vendor shall maintain or require the Contractor to maintain the following:
 - a. Builder's Risk Insurance

Contractor/Vendor shall provide an "All Risk" builder's risk insurance policy, including but not limited to fire and extended coverage insurance, vandalism and malicious mischief, for not less than one hundred (100%) percent of the full replacement value of the Work or property destroyed to protect against any damage or loss during the Work and until occupancy. This policy shall be taken out prior to commencement of construction and discontinue completion of construction/occupancy.

b. General Liability and Property Damage Insurance

Vendor, before commencing any construction, shall procure such comprehensive liability and property damage insurance, including insurance for the operation of motor vehicles, which shall cover LSU Lallie Kemp Regional Medical Center and LSU Lallie Kemp Regional Medical Center Representatives' legal liability arising out of the construction performed by its contractors or subcontractors and by anyone directly or indirectly employed by either of them, for claims for damages for personal injury, including accidental death, as well as claims for property damage, including but not limited to damage to surrounding buildings, which may arise from operations for the construction of the Work, with minimum limits of liability of One Million (\$1,000,000.00) dollars per occurrence and Two Million (\$2,000,000.00) dollars general aggregate. LSU Lallie Kemp Regional Medical Center shall also require its contractors and subcontractors to have in full force and effect a policy of workmen's compensation and employer's liability insurance before proceeding with the construction under this Project. Written evidence of such insurance shall be provided to the LSU Lallie Kemp Regional Medical Center Representative prior to commencement of the Work.

B. Unless otherwise approved by LSU Lallie Kemp Regional Medical Center Representative in writing, the following requirements shall be applicable to insurance policies and coverages required pursuant to the terms of this Lease:

a. Required Insurance Shall Be Primary

All insurance required hereby shall be primary as respects Board, its members, officers, employees and authorized agents.

b. Failure to Comply With Reporting Requirements

Any failure of the Foundation or Vendor to comply with reporting requirements of a policy required hereby shall not affect coverage provided to LSU Lallie Kemp Regional Medical Center.

c. Application of Multiple Policies

The Vendor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the policy limits.

d. No Release

Neither the acceptance of the completed Work nor the payment therefore shall release LSU Lallie Kemp Regional Medical Center or Contractor or insurer from applicable obligations of the insurance requirements or indemnification requirements set forth herein.

e. No Recourse

The insurance companies issuing the required policies shall have no recourse against LSU Lallie Kemp Regional Medical Center for payment of premiums or for assessments under any form of the policies.

f. Excess Insurance

Excess umbrella insurance may be used to meet the minimum requirements for the general liability and automobile liability only.

g. Deductibles and SIR's

LSU Lallie Kemp Regional Medical Center and/or Vendor shall be responsible for all deductibles and self-insured retentions.

h. No Special Limitations

The coverage required hereunder shall contain no special limitations (e.g. limitations beyond those that are normal and customary based on the policy, coverage and activity insured) on the scope of protection afforded to LSU Lallie Kemp Regional Medical Center.

i. Licensed Louisiana Insurers

All insurance shall be obtained through insurance companies duly licensed and authorized to do business in the State of Louisiana, which, to the extent available on commercially reasonable terms, bear a rating of A+: XV in the latest A. M. Best Co. ratings guide. If at any time an insurer issuing a policy hereunder does not meet the minimum A. M. Best Co. ratings, and such requirement has not been waived in writing by the LSU Representative, LSU Lallie Kemp Regional Medical Center and/or Contractor shall obtain a policy with an insurer that meets the A. M. Best Co., rating required and shall submit another Certificate of Insurance as required hereunder.

j. Occurrence Based Policies

All insurance required hereunder, with the exception of LSU Lallie Kemp Regional Medical Center Representative's Design Errors and Omissions policies, shall be occurrence coverage. Except as specifically permitted herein, claims-made policies are not allowed.

k. Verification of Coverage

The Vendor shall furnish LSU Lallie Kemp Regional Medical Center Representative with Certificates of Insurance reflecting proof of coverage required hereunder. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates are to be received and approved by the LSU Lallie Kemp Regional Medical Center Representative before Work commences and upon any contract

renewal thereafter. The Foundation Representative reserves the right to request complete certified copies of all required insurance policies at any time. Said certificates and policies shall to the extent allowed by law provide at least a twenty (20) day written notification to the LSU Lallie Kemp Regional Medical Center Representative prior to the cancellation thereof. Failure of the Vendor to purchase and/or maintain, either itself or through its contractor(s), any required insurance, shall not relieve the Vendor from any liability or indemnification hereunder.

l. Additional Insureds

LSU Lallie Kemp Regional Medical Center and officers, employees and authorized agents, in addition to any other parties required to be designated as additional insureds pursuant to the terms of the Bond Documents and the Bank Documents, shall each be named as additional insureds on all policies required hereby.

m. Additional Insurance

The LSU Lallie Kemp Regional Medical Center Representative may review Vendor's required insurance as stated herein at the time of renewal of the policies or at the time of a material change, and the LSU Lallie Kemp Regional Medical Center's Representative reserves the right to require reasonable additional limits or coverages to the extent available at commercially reasonable rates. Vendor agrees to comply with any such reasonable request by the LSU Lallie Kemp Regional Medical Center's Representative or to allow reasonable changes or reductions in coverages.

C. Construction

A. Plans and Specifications/Change Orders

At least thirty (30) days prior to commencement of any construction, proposed final plans and specifications approved by the LKMC Representative shall be delivered him for his review and approval. Any request for change orders to the Plans and Specifications or to the Construction Contract shall be made to LKMC Representative, who shall approve or disapprove such request in writing within ten (10) working days. Any change in work and materials relating to construction of the Improvements which either (1) materially alters the exterior appearance of the Improvements, or (2) alters the interior appearance of any buildings, is subject to the prior review and approval of LKMC Representative.

B. Commencement and Completion of Work

Unless delayed by Force Majeure, at its own expense, Contractor/Vendor agrees to: (1) commence the Work on or before June 1, 2021, or within thirty (30) days after the LKMC representative has given written approval to the notice to commence, whichever is later; and (2) make best reasonable efforts to achieve Substantial Completion of the work by Oct 31, 2021. No work shall commence until the LKMC Representative has given

written consent to the notice to proceed and written approval to the final proposed plans and specifications. The commencement and completion dates set forth herein may be extended by a written request issued by the Vendor and approved in writing by the LKMC Representative.

5. Indemnification

- A. Vendor, for itself and for its successors, assigns, agents, contractors, employees, invitees, customers and licensees, agrees to indemnify, defend and to hold LSU Lallie Kemp Regional Medical Center harmless against any loss for damages or injuries that may be suffered by LSU Lallie Kemp Regional Medical Center or by any person, including but not limited to LSU Lallie Kemp Regional Medical Center 's agents, contractors, employees, invitees and licensees, to the extent such loss arises out of or is related to the Work, except with respect to acts or omissions by Foundation's members, officers and employees unless said members, officers and employees are acting at the direction or request of the LSU Lallie Kemp Regional Medical Center, and Vendor agrees to defend LSU Lallie Kemp Regional Medical Center with an attorney of LSU Lallie Kemp Regional Medical Center's choice in any legal action against it and pay in full and satisfy any claims, demands or judgments made or rendered against LSU Lallie Kemp Regional Medical Center, and to reimburse LSU Lallie Kemp Regional Medical Center for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder, but Vendor's costs and expenses incurred in fulfilling this indemnity and defense shall, to the extent allowed by Applicable Laws, be limited to insurance proceeds which are available for this purpose.
- B. To the extent allowed by Applicable Laws, LSU Lallie Kemp Regional Medical Center, agrees to indemnify, defend and hold Vendor harmless against any loss for damages or injuries that may be suffered by Vendor or by any person including but not limited to LSU Lallie Kemp Regional Medical Center's agents, contractors, employees, invitees, and licensees, except if any of such persons are acting at the direction or request of the Vendor, to the extent that such loss, damage or injuries arise out of or are related to the fault or negligence of LSU Lallie Kemp Regional Medical Center, its members, employees, or officers, and LSU Lallie Kemp Regional Medical Center agrees to defend Vendor in any legal actions against it and, to the extent allowed by law, pay in full and satisfy any claims, demands or judgments made or rendered against Vendor, and to reimburse Vendor for any legal expenses, including attorney's fees and court costs, which may be incurred by it in defense of any claim or legal action arising thereunder; provided, however, that LSU Lallie Kemp Regional Medical Center 's costs and expenses incurred in fulfilling this indemnity and defense shall be limited to insurance proceeds which are available for this purpose.

6. Conditions for Purchase

- A. Vendor shall provide a five (5) year warranty on all labor, materials, and workmanship for the modular building, building systems (i.e. electrical systems, HVAC systems, plumbing, foundation etc.), ADA ramps, stairs, landings, and re-leveling due to settlement issues.

RULES FOR PROCESS

1. Proposers' Questions/Contact For Information

Proposers' questions regarding this ITB shall be submitted by email,. Questions shall be received no later than 5:00 PM CDT April 23, 2021. Questions shall be directed to:

mmcinty@lsuhsc.edu

Margaret McIntyre
Purchasing Department

Neither oral nor written communications by LKMC, employees, or consultants, other than by written addenda to the RFP, shall have any effect or be binding on LKMC.

Oral communications with the LKMC or any person or entity connected with them are expressly prohibited and may be grounds for disqualification.

2. Schedule For Request For Proposal

LKMC expects to adhere to the following schedule in undertaking the selection process. However, this schedule is subject to modification at the sole and absolute discretion of LKMC.

	DATE
Issuance of INVITATIO TO BID	APRIL 9, 2021
PRE-BID CONFERENCE	APRIL 20, 2021
FINAL QUESTIONS VIA EMAIL	APRIL 23, 2021
Final Response TO QUESTIONS	APRIL 27, 2021
Announcement Selection (Anticipated)	MAY 21, 2021
Notice to Proceed (Anticipated)	MAY 25, 2021
Substantial Completion (Anticipated)	OCT 31, 2021

Liquidated Damages: Contractor shall be assessed Liquidated Damages in the amount of FIVE HUNDRED DOLLARS (\$500.00) per day for each consecutive calendar day which work is not complete beginning with the first day beyond completion time.

The Pre-Bid Conference/Site Visit will be held April 20, 2021 @ 10:00 in the Purchasing conference room at LKMC 52579 Hwy 51 South, Independence, LA. (Warehouse)

Sealed bids will be received in the Purchasing Department at LKMC until 10:00 A.M.(CST) on May 21, 2021 and then publicly opened.

3. Addenda

LKMC may modify the ITB, prior to the date fixed for submission of the responses, by issuance of an addendum to be posted to the State of Louisiana web-site
<https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

Any supplemental instructions, answers to written questions, or interpretations of the meaning of the ITB shall be made in the form of a written addendum to the ITB which, if issued, shall be posted to the <https://wwwcfprd.doa.louisiana.gov/osp/lapac/pubMain.cfm>

4. Delivery Of BIDS:

Sealed Bids will be received until 10:00 AM May 20, 2021 Central Time at the Purchasing Office:

**LSU Lallie Kemp Regional Medical Center
52579 Hwy 51S
Independence, Louisiana 70443
Attention: Margaret McIntyre**

The date fixed for submission of responses may be extended if, in the sole judgment of LKMC, it is warranted.

VENDOR SHALL SUBMIT WITH THEIR BID:

- A. 3 references for past/current projects
 - B. Proposed Schedule for Design and Installation of the Trailers/Building
5. The ITB responses shall be reviewed based on the lowest responsive and responsible bid of the selected option and ability of the Vendor to deliver the project within the established schedule.

LSU Lallie Kemp Regional Medical Center reserves the right to withdraw this ITB and not proceed with the Project if it is deemed not to be in the best interest of LSU Lallie Kemp Regional Medical Center.

POST-BID INFORMATION

At the Pre-Construction Conference, the Contractor shall submit the following information to LKMC

A designation of the work to be performed by the Contractor with his own forces.

A breakdown of the Contract cost attributable to each item. No payments will be made to the Contractor until this is received.

The proprietary names and the suppliers of principal items or systems of material and equipment proposed for the work.

A list of names and business domiciles of all Subcontractors, manufacturers, suppliers or other persons or organizations (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the work. It is the preference of the Owner that, to the greatest extent possible or practical, the Contractor utilize Louisiana Subcontractors, manufacturers, suppliers and labor.

The General Contractor shall be responsible for actions or inactions of Subcontractors and/or material suppliers. The General Contractor is totally responsible for any lost time or extra expense incurred due to a Subcontractor's or Material Supplier's failure to perform. Failure to perform includes, but is not limited to, a Subcontractor's financial failure, abandonment of the project, failure to make prompt delivery, or failure to do work up to standard. Under no circumstances shall the Owner mitigate the General Contractor's losses or reimburse the General Contractor for losses caused by these events.

PERFORMANCE AND PAYMENT BOND

Bond Required

The Contractor shall furnish and pay for a Performance and Payment Bond written by a company licensed to do business in Louisiana, which shall be signed by the surety's agent or attorney-in-fact, in an amount equal to 100% of the Contract amount. Surety must be listed currently on the U. S. Department of Treasury Financial Management Service List (Treasury List) as approved for an amount equal to or greater than the contract amount, or must be an insurance company domiciled in Louisiana or owned by Louisiana residents. If surety is qualified other than by listing on the Treasury list, the contract amount may not exceed fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance and may not exceed the amount of \$500,000. However, a Louisiana domiciled insurance company with at least an A- rating in the latest printing of the A. M. Best's Key Rating Guide shall not be subject to the \$500,000 limitation, provided that the contract amount does not exceed ten percent of policyholders' surplus as shown in the latest A. M. Best's Key Rating Guide nor fifteen percent of policyholders' surplus as shown by surety's most recent financial statements filed with the Louisiana Department of Insurance. The Bond shall be signed by the surety's agent or attorney-in-fact. The Bond shall be in favor of the State of Louisiana, LSU/LALLIE KEMP MEDICAL CENTER

